

HISTORY OF THE MOBILE DUMPING GROUND.

In the month of March last sent a communication to the Boards of Aldermen and Common Council proposing to let the city of Mobile have my place on Government street road for a public dumping ground, and to receive all night soil, dead animals, &c., free of any charge or expense to the city. My reasons for so doing were: Five years ago I started the manufacture of fertilizers and cleaning vaults, hauling dead animals, &c. While engaged in my business I found that there were a number of persons engaged in cleaning vaults, &c., who dumped their night soil, &c., in the Choctaw swamp, One Mile Creek and swamp, and other places inside the city limits, thereby creating a great nuisance. I knew that if this matter was brought to my place, I could, with my knowledge of disinfectants and the business, not only abate a great nuisance to the city but manufacture a very valuable fertilizer. My communication was referred to the Joint Hospital Committee. Dr. Toxey, the chairman of that committee, came to my office several times for information in regard to my communication and my dumping ground. After several conversations with him about the matter, I said it would be a good thing for the city, as well as myself, if they would accept of my place; as I asked for no monopoly, only this: that those parties who were cleaning vaults should, instead of dumping it at Choctaw swamp, One Mile Creek, &c., be compelled to bring it to the public dumping ground or take it outside of the city limits. I said that the privilege was worth something to me, and was willing to pay for it if necessary. I told him I did not have any money then, but that I could pay him one hundred and sixty-five (\$165) dollars per month for the following months: April, May and June. Dr. Toxey's manner led me to believe this was satisfactory. I am certain he did not try to appear "injured innocence," for just before leaving my office he expressed a wish to have a fancy chair carried close to the door. I told him yes he could have it; he left his address where to deliver it, and in delivering it my man made a mistake, instead of leaving it at Dr. Toxey's private residence he left it at his office on Conception street. As soon as I heard where he left it I sent a hand-cart to Dr. Toxey's office to remedy the mistake, but Dr. Toxey sent me word that he had got a hand-cart himself and sent it to his private residence. Now, there was no sale made of the chair; no bill ever rendered; no entry in my books. I looked upon it as a gift, and as Dr. Toxey accepted of it I took it for granted that the arrangement we had been talking about was perfectly agreeable to him. My belief was further strengthened by Dr. Toxey's coming to my office several times, I going to his, and all of our conversations were of the most friendly nature.

About this time a notice was left at my office that Mr. A. J. Moses wished to see me on business. I saw Moses, and he asked me if I was willing to go into a business that would pay at least fifty thousand (\$50,000) dollars per year. I told him yes, of course I would, if I could only see it, he then told me to meet him next day at the Board of Trade rooms at 9 o'clock, and he would then state particulars. According to agreement I went next morning to the Board of Trade rooms; met Mr. A. J. Moses and Mr. R. W. Fort, the secretary of the Board of Trade. In our conversation he, Mr. Moses, said that if I was willing to join them two (Moses and Fort) "with two others," we could obtain a contract from the city for a dumping ground worth at least fifty thousand (\$50,000) dollars per year. The plan proposed was this: They, Moses and Fort, and two others, "names not mentioned," were to obtain the contract from the city to furnish said city with a dumping ground for the term of ten years. That was their part. I was to put in my place, containing twenty-four acres, up town, wagon, tools, &c., &c., at the disposal of the city in my business, and the good will of my business which I had been five (5) years in establishing. After this contract had been obtained, Mr. Moses stated that a contract for cleaning all the vaults and privies in the city by the year was to be obtained, and that we should form a joint stock company to work these contracts. I asked who were the other two that were to be interested in the job, but did not learn. After expressing my doubts about their being able to obtain such contracts, Mr. Moses said I need not have any doubts about it; that he would never take hold of such a thing without he was sure and knew what he was about. He then told me very plainly that my wagons, carts, horses and my whole business would be worth nothing to me were any other parties to get these contracts. I acknowledged that to be so, and said I would answer him on to-morrow. I considered the matter over and came to the conclusion that, unless Dr. Toxey was one of the two not mentioned, I had nothing to fear, believing after what had passed between Dr. Toxey and myself, that he was my friend. I concluded to have nothing to do with Moses and Fort, and next day sent Mr. Moses a letter declining to go into the proposed arrangement. It is true, I was greatly troubled about this, for fear that some ordinances might be passed that would ruin my business and undo my labor of five years, and my anxiety may be imagined, when it is understood and known that I was the first white man (if the investigating committee will allow me to call myself white) to establish such a business in the city of Mobile; that of taking that which had before been thrown away as useless, and making out of it a valuable fertilizer. I was certain that some steps were being taken in the matter, and the proof I can give is the nature of Dr. Toxey's proposal, and Mr. Moses telling me several times on the street that I would never have the city dumping ground. On the 23rd of March the Hospital Committee through Dr. Toxey brought in the following report in answer to my communication:

"AN ORDINANCE TO PROVIDE A PLACE FOR THE DEPOSIT OF NIGHT SOIL AND SCAVENGERS' REFUSE MATTER, ETC.

Be it enacted by the Mayor, Aldermen and Common Council of the City of Mobile, That a certain lot of land situated on the north side of Government street, owned by W. H. Smith, and known as the old Woodcock place, is hereby made the dumping ground for all night soil and scavengers' refuse matter, etc.

Be it further ordained, That all scavengers and night men are required to transport to that certain spot, all night soil and refuse matter that may be hereafter collected in the city, and shall deposit the same there under the penalty of such fine as the Mayor may impose, not exceeding fifty dollars.

Be it further ordained, That the Joint Hospital Committee is hereby authorized to enter into a contract with the said W. H. Smith, the owner of the property herebefore described, for the use of said property for such time and under such conditions as they shall deem advisable for the purpose herein described, provided the same shall entail no expense to the city, and they shall report their action in the premises to the City Boards.

C. Toxey, Chairman, Hospital Committee."

This removed any doubts that I might have had about Dr. Toxey being my friend, and in all my after connections with him, I was perfectly convinced how much I was in error. I have since learned when the report of the Committee came up in order before the boards, it passed the Council, but in the Board of Aldermen, my friend, Mr. James Bond, amended it by writing sealed proposals, which was agreed to. A few days after this, I met Dr. Cochrane who said that a proposition had been made to him to join a Joint Stock Fertilizing and Dumping Ground Company, and that he had declined the honor. I then

asked Dr. Cochrane his opinion as to what steps I ought to take to prevent those parties from ruining me, stating to him that I would have nothing to do with any joint stock companies, as none of them knew anything about the business I would have all the labor and trouble, and they would have their share of any money there was made without any outlay or labor on their part, except working the contract through the Boards. Dr. Cochrane agreed with me and said he thought he could help me. After this Dr. Toxey told me several times to see Dr. Cochrane, as he could assist me. I saw Dr. Cochrane frequently who told me not to be downhearted, that he had considerable influence with the Committee and the Boards, and he had no doubt but he could fix things all right. After that I did not hesitate to talk about the dumping ground to Doctors Cochrane or Toxey. A few days after this I saw Dr. Cochrane who told me that he had seen Dr. Toxey, and that everything was all right, but that it would require some ready means to pay current expenses, and if he had that he could set things working. I told him I would see him again shortly. I did not know where to raise any money just then, for as usual I had none. About this time I was doing some work for Mr. W. A. Alexander, and I proposed to him to join me in my business provided I obtained the dumping ground, after he had made some inquiries about me from some gentlemen that knew me, he consented to take an interest in my business, provided I

the contract, my arrangement with him was, he was to advance me one thousand dollars to buy more teams, build sheds, &c., he to be secured by a mortgage bill of sale on my teams, stock, &c. Should I produce this contract, then this to be taken as part of the purchase money for his interest. He advanced me the money not knowing what use I was about to make of it. Shortly after I went to Dr. Cochrane's office and gave him the means to pay current expenses. After the delivery I asked Dr. Cochrane when he would see Dr. Toxey, he said about 10 o'clock. About eleven I went back to Dr. Cochrane's office and asked him if he had seen Dr. Toxey; he said he had, and that everything was all right. After leaving his office I went past Dr. Toxey's office, and I asked him if he had seen Dr. Cochrane that morning. He said, yes, he had. I then asked Dr. Toxey whether he (Toxey) and Dr. Cochrane understood each other. He said, yes—all right. That was about two hours after the money had been paid over to Dr. Cochrane. Shortly after this Dr. Toxey, in company with another member of the Hospital Committee, came out to my place and inspected my premises, and I stated to them frankly what alteration I intended to make if I got the contract. On the first day of June Dr. Toxey came to me, and asked me to make out my proposal and give it to him. I told him it was too soon, as the sealed proposals had not been advertised for yet. He said he would go then and have it advertised. On the last day named for receiving proposals, I left my sealed proposal with the City Clerk. The same evening I asked Dr. Toxey, in his office, whether the committee would meet that evening? He said no, he could not get the committee together. He then asked me where my proposal was? I told him with the City Clerk. He then said, why did you not bring it to me? I said I thought I had left it at the right place. Next morning I went to his office again, and said, if you wish my proposal I will go and bring it to you. He said that he had been to the municipal building the previous evening, and got it himself. He then proved by his conversation that he had opened my proposal. I was very much surprised that my sealed proposal should be taken out of the office of the City Clerk, taken to Dr. Toxey's office, and opened before the committee met. At this time my proposal was the only one that had

been opened in and the time, preceding that had expired. Soon after this the time was extended, and sealed proposals advertised for again. All this time my proposal lies open in Dr. Toxey's office. Shortly after the second advertising the committee met, and at that meeting I learned that Dr. Toxey said my proposal could not be entertained, as I had tried to bribe him. At this time there are two other proposals in—one of these from Dr. Savage, a brother-in-law of Dr. Toxey. After the committee adjourned, I met Dr. Savage and Dr. Toxey on St. Emanuel street, and we went in to John Meyer's saloon and took a drink. Dr. Savage then told me that no person had got the contract, as the committee had adjourned to meet on the following Friday. I also heard about this time that Dr. Toxey had told the member of the committee who was with him when they came out to my place, that he had never been there before, and did not know where my place was. Now, I can prove he had been there before, for I met him myself as I was going home, he coming from my place. I then had a long talk with him, and showed him where I proposed placing lights and other conveniences for the teams coming there with night soil during the night, and when I got in my house my boy told me that Dr. Toxey had been questioning him all about my business—how I kept down all smells; what disinfectants I used; what chemicals; charcoal ashes, swamp muck, etc., just such questions as a man would ask who contemplated going into the same business. I wrote a communication to that other member of the committee, telling him of these facts, and offering to prove what I said. And I heard afterwards that, when this gentleman told Dr. Toxey about my communication, he, Dr. Toxey, acknowledged that he had been there before. I heard also that the committee had concluded to have the dumping ground inside the city limits, and that Dr. Savage was the only person that proposed furnishing a place inside the city limits. There were but three proposals before the committee, Dr. Savage's, Mr. Christopher's, and mine. Mine was thrown out; that left Dr. Savage and Mr. Christopher. Mr. Christopher's place being outside the city limits, he had no showing; so nothing remained but for Dr. Savage to take the contract. It was proposed to give it to him then and there, and he was to give a bill of sale to the city, and an adjournment was agreed to for three days. But what good reason the committee could have for wanting to keep this nuisance inside the city limits, I never could see. Perhaps others can. At this time I went to see Dr. Cochrane, who informed me of the contents of Dr. Savage's proposal, and that the only difference between his and mine was, that he, Dr. Savage, proposed to clean out the privies at the City Hospital, Municipal Building, and guardhouse, for nothing. He told me to send in a proposal to do the same, which I did. He also said he would (and he did) write a communication for me to the committee against keeping this nuisance inside the city, directing me not to give it to the chairman of the committee, but to Mayor Parker, as he did not think that Dr. Toxey was working all right. I took this communication to Mayor Parker, stating to him that my reason for giving it to the chairman of the committee was because he had opened my proposal before the committee met. He sealed the proposal, so I had to give it to the chairman of the committee after all. Still, I could not help thinking but that Drs. Cochrane and Toxey were in accord, or how could Cochrane tell me the nature of Dr. Toxey's proposal, and advise me to change mine to be equal with his. I had no place inside the city limits to offer, so that part I declined. I heard also that Mr. Christopher would not furnish a place inside the city limits, so that when the committee met Dr. Savage was awarded the contract. I then went to Dr. Cochrane and he agreed with me that something was "rotten in Denmark." He said he had been deceived and was "out," himself, but whatever happened he would see

me paid back the money I had spent to pay current expenses. I then had to let Mr. Alexander know the truth about the disposition of the money. After I had made the statement to him, he asked me to go with him to Mr. A. J. Hamilton, one of the Hospital Committee, and let him know the facts that I had stated to him. I did so voluntarily, and stated to Mr. Hamilton the substance of the foregoing. I then began to try to get my money from Dr. Cochrane. After several applications I received three hundred (\$300) dollars, with the promise of the balance shortly, as he said he was waiting to get returned two hundred (\$200) dollars that he had used in this business. About the time I heard that an investigating committee was to be appointed. I went again to Dr. Cochrane to get my money, and he promised to pay me the amount that the city was owing him on account of his salary as Health Officer on the first of August. I was afraid the Boards would appoint that committee before the first of August, and I wrote to Councilman Lehnkauf asking him to try and postpone appointing that committee until after the first of August, as I had a chance to get some of my money back at that time, but he committee was appointed, and on August 2d, I received a note from Dr. Cochrane, asking me to come to his office the following night at 7 o'clock precisely. I went, and took a friend with me (he waiting outside). I was taken into the back room, the door locked, Dr. Cochrane putting the key in his pocket. After some conversation, he produced the following paper:

"MOBILE, August 3d, 1872.—In consequence of certain rumors, and for the information of all concerned, this is to certify that I have never given or paid to Jerome Cochrane any sum of money, large or small, for any purpose whatever."

He did he wished me to do him the favor to sign it. In one hand he held a roll of money, in the other a pen. He said sign this, and the money is yours. He said, sign it, Smith, for the sake of the good I would have done you; for the sake of Christianity and generosity. I did not intend to sign it, but said give me the money first. He would not do it. After three hours trying, I concluded to have that paper, and I did get it, by what means Dr. Cochrane knows. Now I am invited to appear before the investigating committee, and when I saw three gentlemen on that committee who I knew were in favor of Dr. Toxey, I concluded not to say anything, unless that committee was changed. When I went into the committee room I called Mayor Parker and Councilman Anderson into the Mayor's private office, and stated to them that I wished to state frankly and freely all about my connection with the dumping ground, but that I declined to do so unless that committee was partly changed. A Mayor said he had no power to change the committee and advised me to tell the committee what I knew. I looked upon that committee as a jury, and I believe I had the right to object to those gentlemen who I believed favored my enemies, and who doubt but that I was correct when they read the report of the committee; and I would like to ask here, why is it, that the report of the committee slandering me, is published to the whole world, while the testimony upon which they base their report, is not allowed to be published, but kept among a few? When I see that the report of the committee is not unanimous, and that there is a minority report signed by one-third of their committee, I cannot but believe that the report was a foregone conclusion. Somebody had to be the scape-goat, and who so fit as Smith? Now let me ask any candid person to read the report of the committee, and the testimony, "if they can get it," and tell me if they cannot see the venom of it. I had then some members of the Board of Aldermen who wish to see justice done. For after postponing action on the report of the committee for several weeks, when they do meet, to take action on the report, the motion to adopt the majority report of the committee is lost, but here one gentleman not knowing which way to vote, is allowed to change his vote after voting with the majority, and the final result is, the majority report of the committee is adopted by a majority of two. What an overwhelming victory for the society! Now there are a few things I would like to know. How could Dr. Toxey come to me on the first of June, and ask me to make out my proposal and give it to him? If my proposals to him in March, were so repulsive to him? was some friend going to put in a proposal and wanted mine for a guide? How could he keep that fancy chair closet after I had made such base propositions to him? Why did he suspect my place on Government street for years, and examine into my business arrangements, and seem to be so particular to find out how I managed the business? How could he stand it to come so often to my office and be so friendly with me after such base propositions had been made? I could almost believe that Dr. Toxey and Dr. Savage were the two others "not mentioned" in Messrs. Moses and Fort's propositions to me? and how could Dr. Toxey after telling the committee that he could not think of entertaining my proposal, that I was so low and base as to approach him with a bribe, that same evening come in company with Dr. Savage, and invite me to take a drink with them, which invitation I accepted, and we went into John Meyer's saloon and drank together. Dr. Toxey paying for it. I cannot see how Dr. Toxey could force his feelings to that extent. Had I known then, what I do now, I am sure I would not have drunk with him. Was it not a great error of judgment on the part of Dr. Toxey to urge the claims of Smith before the boards in the month of March last? But then there were no other bidders—it was later that Dr. Savage got to be a bidder, and it seems to me that it was only then that I am found to be such a base fellow. But it seems to me that although the committee was appointed to investigate the conduct of the Hospital Committee, and city officials, they were more engaged in investigating the conduct of W. H. Smith for the

which testified how great a wretch I am, I will reply in a few words. First, A. J. Moses says: after four years dealings with me he finds me very unreliable as to truth and veracity. My connections with Moses were these: In 1868, I bought a baggy from him on credit, when the time came I had not the money to pay, having been disappointed in my collection, and without going to a law suit, I paid Moses my notes as they fell due, besides all interest, costs and his lawyer's fees voluntarily. So much for that. After that Moses and me made arrangements to go into the privy cleaning business together. I had been in correspondence with Mr. Homer, of St. Louis, who had offered to let me have a machine on eight months credit, but it was necessary for me to go to St. Louis to learn how to work the machine. It was arranged that Moses was to furnish me with the money to pay the expenses of my trip there, and he was to have one-third interest in the business. When I was ready to go and had bid my family good-bye, I called on Moses for the money, he told me he had none and after waiting several days for him to give me the money and he failing, at the solicitation of other parties, I made business arrangements with them; but not until after Moses had failed to furnish me the money to go to St. Louis with. Now, if Moses thought I was such a bad egg, why did he wish to go into the dumping ground business with me a few months ago? Why did he seek me at my office and propose that he (Moses), Mr. Fort myself, with two others, should form a joint stock company, stating that he could get the dumping ground contract—the dumping ground to be on my place. After that we should get a contract from the city, to clean out all the privies in the city for ten years—a

contract that would pay he said \$50,000 per year; and tell me that if I did not enter into this agreement that my labor, wagons, teams, and all belonging to my business would be worth nothing to me. Yet, bad as this would make me appear, I declined to have anything to do with their (job). I can say that sometimes, I am mighty short of money, but still have always paid one hundred cents on the dollar for just debts. Perhaps Mr. Moses knows some who are perfectly reliable who cannot do that. Now, a few words in regard to my connections with Dr. G. A. Ketchum, who also thinks me such a bad egg. In 1869 I attempted to start a joint stock company for the purpose of manufacturing fertilizers, a great many business men in the city interested themselves with me in it. We put in a petition before the boards and after waiting four months for the committee to act, I was informed that it would cost \$500 to get the committee to act. I told Dr. Ketchum that if he would advance the price of one share (\$500), he should have forty dollars taken off the price of his share. He gave me his note and I went to Price Williams and had the note shaved. On the same day I gave the Chairman of the Committee five hundred (\$500) dollars, and he gave me a note to the City Clerk, directing him to summons the committee together. I also, at noon of the same day, went to Dr. Ketchum's office, to let him read the note for his own satisfaction, as he distinctly understood what the price of his share was going to be used for. After he read it he said these words: "Yes, Smith, grease always helps." That day the committee passed our petition, as did the Common Council, when they met, but it was defeated in the Board of Aldermen. I still tried to induce the shareholders to start work. Some were willing, some not. Among the latter, Dr. Ketchum. After this Dr. Ketchum demanded of me the amount of his note. I told him if I had the money I would rather pay him than that he should lose it, but that I did not have it, but that if each one of the shareholders would pay their *pro rata* of the expenses incurred, I, for my part, would consider my loss which amounted to about four (400) hundred dollars, as nothing. In the early part of last summer, Dr. Ketchum came to my office and demanded of me an order on the city for (\$105) the amount of my bill for work I had been doing on the City Hospital. I told him I could not do it as I had already given it to John H. O'Hara in part payment for a horse I had bought of him. Dr. Ketchum then said that he would ruin me in this city. I hear that Dr. Ketchum says I signed his name to papers I had no business to. This is not so. I did write Dr. Ketchum's name with thirty-six (36) other shareholders names on my memorandum paper, not otherwise. I do not think Dr. Ketchum means his signature to the proposal for the street contract, where he with two other gentlemen of this city and myself were to be equally interested, for he signed that himself in his own office. But I take it for granted that his testimony before the Dumping Ground Committee, and the other reports he has spread, are the first steps towards fulfilling his promise to me in my office last summer.

Mr. Hamilton said that he had some business with me and found that I was a rascal and unworthy of trust. "That's pretty heavy." Now let me state (except buying drugs in his store which I always paid for) the only business transaction that I ever had with Mr. A. J. Hamilton: In the month of February, he employed me to clean his vault. I did so, and sent him a bill for \$22.50, the price for hauling three (3) loads. He paid the bill and never complained to me in regard to the amount of the bill, nor as to the manner in which the work was done. It was only a few days ago when I called upon him to know wherein I had proved myself such a rascal in my business. He then said he never heard any complaint made. He then said that I had agreed to haul two loads for \$15—so I did, but I had to haul three, and that is how the bill came to be \$7.50 more. Now I was in his store several times after that job was done; if he had any complaints to make why did he not make them to me? but he never made any. No, it was not necessary before the Dumping Ground Investigating Committee sat. There are three persons—Drs. Cochrane and Toxey, and W. H. Smith involved in this matter. Drs. Cochrane and Toxey are high-bred gentlemen, men of good standing in the medical society, and this is the kind of evidence used to make Smith out the rascal. I don't deny but Smith is about as good a subject to put it on to as could be found, but Smith has enough to do to carry his own burdens and sins, without carrying "others," and he don't intend to. I cannot help but think it was a great error of judgment on the part of the manager of the Investigating Committee, not to have found out whether Drs. Gaines and Owen were going to say a good word of me; for out of eleven Doctors called to the stand by the members of the Medical Society, they were the only two who, after several years' business transactions, that didn't have a bad word for Smith. In conclusion, I wish to say that whatever money was used I borrowed it and used it on nature's first impulse, that of self-preservation. Let those who condemn me put themselves in my place, starting as I did five years ago, a poor man without means the business of collecting those matters that had before been scattered all over the city, breeding a nuisance and making out of it an article of great commercial value, with every disadvantage to contend with, for I was a new comer in Mobile. Let them remember who worked (No. 10) every night for two years ruining my health thereby—having to stand the stunts of those lazy no account loafers who are a clog and misfortune to Mobile; then after five years' hard work other parties calculate to reap the profits. Was I not the first man in Mobile that offered to receive these matters free of charge to the city; and I would ask any candid person to tell me how many could be found that would not use money for their own protection? Has there never been money used before in Mobile, not alone by individuals, but by corporations? I for one know there has, and then it was done by our own people. I am certain had I not been a Dutchman no such report would have been brought in against me. I started a business here that these irreproachable gentlemen were ashamed of until they got to believe that there was at least \$10,000 per year in it clear, without performing any labor. My advice to all persons wishing to start a new business is to select a city where doctors are less plentiful than in Mobile, and where doctors can make a living without going into street contracts and cleaning privies. And now, can anybody tell me how it was that the whole medical fraternity, and the friends of the other parties, are summoned to support their side, while none but enemies are invited to speak for me. Had I known how I was being slandered before that committee, I should have demanded that my friends should have been heard. And, thank God, I have some of as high standing as any that testified before that committee.

WM. H. SMITH.

STATE OF ALABAMA, MOBILE COUNTY.—I, Wm. M. Loomis, Notary Public, in and for said county, hereby certify that W. H. Smith, whose name is signed to the foregoing deposition, and being duly sworn, deposed before me this day that the statements therein contained are true and correct. Witness my hand, this 17th day of September, 1872. WM. M. LOOMIS, Notary Public, Mobile Co.

